

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

FRANK ROMANS	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.: 1:22-cv-04169
	)	
ORANGE PELICAN, LLC,	)	
	)	
Defendant.	)	

**AFFIDAVIT OF FRANK ROMANS**

STATE OF ILLINOIS )

) ss

COOK COUNTY )

I, Frank Romans, being duly sworn under oath, deposes and states as follows:

1. My name is Frank Romans. I am resident of Clarendon Hills, Illinois. I am over the age of eighteen, have personal knowledge of the facts and matters set forth herein, and if called upon as a witness, I can competently testify thereto.

2. On April 7, 2021, I loaned the sum of Two Million Dollars (\$2,000,000) to Orange Pelican, LLC pursuant to a Promissory Note attached hereto as Exhibit 1 ("April Promissory Note"). Pursuant to the terms of that promissory note, Orange Pelican was obliged to make quarterly interest payments of \$75,000, and repay the principal upon its maturity on April 7, 2022.

3. On May 25, 2021, I loaned the sum of One Million Five Hundred Thousand Dollars (\$1,500,000) to Orange Pelican, LLC pursuant to a Promissory Note attached hereto as Exhibit 2 ("May Promissory Note") (the April Promissory Note and the May Promissory Note are referred to collectively as "the Notes"). Pursuant to the terms of May Promissory Note, Orange Pelican

was obliged to make quarterly interest payments of \$75,000, and repay the principal upon its maturity on April 7, 2022.

4. While Orange Pelican partially performed on the quarterly interest payments due under both promissory notes, Orange Pelican failed to pay out interest payments due thereunder.

5. Subsequent to the maturity of the Notes, Orange Pelican failed to repay any of the principal due and owing thereunder.

6. The Notes each accrue \$833.33 in interest each day (meaning that each day the Notes accumulate an additional \$1,666.66). As of August 3, 2022, the current amount of unpaid interest on the Notes is \$270,000.00, and the total due under the Notes is \$3,770,000.00.

7. On July 26, 2022, I made written demand to Orange Pelican for payment in full. A true and correct copy of my July 26, 2022 email to Orange Pelican setting forth that demand for payment is attached hereto as Exhibit 3. Despite the passage of more than ten (10) days since making written demand for repayment, Orange Pelican has failed to repay any of the principal due and owing under Notes.

8. As set forth on both the Notes, and as further reflected by the online records of the Wisconsin Department of Financial Institutions, Orange Pelican, LLC is a Wisconsin limited liability company.

9. The sole member of Orange Pelican, LLC is Arvind Ahuja, as reflected on both the Notes.

10. Arvind Ahuja is a resident of the State of Wisconsin, as evidenced by the public records attached hereto as Exhibits 4 and 5. Exhibit 4, available at <https://online.drl.wi.gov/decisions/2019/ORDER0006106-00015343.pdf>, is a stipulation executed by Arvind Ahuja in a State of Wisconsin Medical Examining Board disciplinary matter, in which Arvind Ahuja

identifies his residence as 6321 Parkview Road, Greendale, Wisconsin residence. Exhibit 5, available at <https://portal-milwaukee-co-wi.app.landnav.com/LandNavWebPortal/PropertySummaryReport.aspx>, is Milwaukee County Property summary report identifying Arvind Ahuja as one of the current owners of 6321 Parkview Road, Greendale, Wisconsin.

11. In advance of my execution of the \$2 Million Note, I was provided with wire instructions with which to fund that loan. Orange Pelican's principal, Arvind Ahuja, provided me with wire instructions for Orange Pelican account number 002325561 maintained with CIBC Bank USA, having an address of 120 South LaSalle Street, Chicago, IL 60603. See Exhibit 6 attached hereto. After executing the Notes, and in fulfillment of my obligations under the Notes, I wired a total of \$3,500,000.00 to Orange Pelican's account with CIBC Bank USA.


12. On information and belief, Orange Pelican is the holder of certificated shares comprising less than five (5%) of the Z5 Inventory, Inc., a Delaware corporation. On information and belief, the certificated securities of Z5 Inventory, Inc., including those certificates owned by Orange Pelican, are held by eShares, Inc., doing business as Carta, Inc., an equity management platform.

13. In accordance with 735 ILCS 5/4-108 and Local Rule 65.1(b)(3), my wife, Judith Romans, and I, both residents of this judicial district, are both prepared to submit guaranties and affidavits of justification attesting to our cumulative ownership of non-exempt real and personal property within this district in an amount of more than two times the current amount of damages claimed in this matter, and for which prejudgment attachment of Defendant Orange Pelican's assets are sought.

**DECLARATION**

I, Frank Romans, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 8-9-22.

  
\_\_\_\_\_  
Frank Romans

**PRINCIPAL AMOUNT: \$2,000,000.00**

**LOAN DATE: APRIL 7, 2021**

**BORROWER'S ADDRESS:**

ORANGE PELICAN, LLC  
10500 W. LOOMIS RD., SUITE 130  
FRANKLIN, WI 53132

**LENDER'S ADDRESS:**

FRANK ROMANS  
271 MIDDLEDAUGH RD.  
CLARENDON HILLS, IL 60514

**PROMISSORY NOTE**

**FOR VALUE RECEIVED**, ORANGE PELICAN, LLC., a Wisconsin limited liability company (the "**Borrower**"), with a notice address of 10500 W. Loomis Rd., Suite 130, Franklin, WI 53132, promises to pay to the order of FRANK ROMANS, an individual resident of Illinois (the "**Lender**"), with a notice address of 271 Middaugh Rd., Clarendon Hills, IL 60514, the entire Principal Amount, plus accrued but unpaid interest and fees thereon, on the Maturity Date (as defined below).

Borrower shall have the right to prepay this Promissory Note at any time prior to the Maturity Date by paying, in full, the Principal Amount plus accrued but unpaid interest, minus any amounts previously paid towards the Principal Amount. For purposes hereof, "**Maturity Date**" means twelve (12) months after the date first written above. Interest shall accrue hereunder at the per annum rate equal to fifteen percent (15%), computed based on a year of 360 days and the actual number of days elapsed. Interest shall be due and payable on a quarterly basis, measured in three (3) month increments from the date hereof.

An "**Event of Default**" hereunder shall mean the occurrence of any of the following events: (a) the failure of Borrower to pay the Principal Amount within ten (10) business days of the Maturity Date; (b) the failure of Borrower to keep, perform or observe any material covenant, condition, or agreement contained or expressed herein or in any other written agreement between Borrower and Lender; (c) Borrower making a general assignment for the benefit of creditors; (d) Borrower initiating or defending any case, proceeding or other action which seeks to have an order for relief entered, adjudicating Borrower as bankrupt or insolvent, or which seeks a reorganization or relief from creditors of Borrower, or which seeks the appointment of a receiver, trustee, custodian or other similar official for such Borrower or for at least a substantial part of Borrower's property; and/or (d) Borrower dissolving or liquidating.

Upon the occurrence of an Event of Default hereunder that remains uncured for ten (10) days following written notice thereof, then the total Principal Amount and all accrued but unpaid interest thereon shall be immediately due and payable. The Lender may exercise any and all additional rights or remedies that the Lender may have under this Promissory Note along with any and all other rights or remedies to which the Lender may be entitled at law or in equity.

No modification or waiver of any of the terms of this Promissory Note shall be allowed



unless by written agreement signed by Borrower and Lender. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

This Promissory Note shall be construed in accordance with and governed by the laws of the State of Wisconsin.

Borrower warrants and agrees that the obligation evidenced by this Promissory Note is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. § 1601 et seq.

Neither party may assign, sell or otherwise transfer a party's rights and obligations under this Promissory Note without written consent of the other party, which consent shall not be unreasonably withheld.


The terms and conditions of this Promissory Note shall inure to the benefit of and shall be binding severally upon the successors, assigns, heirs, survivors and personal representatives of the Borrower and Lender and shall inure to the benefit of any Lender, legal representatives, successors and assigns.

In the event that any provision, clause, sentence, section or other part of this Promissory Note is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, Borrower and Lender intend that the balance of this Promissory Note shall nevertheless remain in full force and effect so long as the purpose of this Promissory Note is not affected in any manner adverse to either party.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO PROMISSORY NOTE]

**BORROWER:**  
ORANGE PELICAN, LLC

By:  Arvind Ahuja, its Sole Member

**PRINCIPAL AMOUNT: \$1,500,000.00**

**LOAN DATE: May 25, 2021**

**BORROWER'S ADDRESS:**

ORANGE PELICAN, LLC  
10500 W. LOOMIS RD., SUITE 130  
FRANKLIN, WI 53132

**LENDER'S ADDRESS:**

FRANK ROMANS  
271 MIDDAGH RD.  
CLARENDON HILLS, IL 60514

**PROMISSORY NOTE**

**FOR VALUE RECEIVED**, ORANGE PELICAN, LLC., a Wisconsin limited liability company (the "**Borrower**"), with a notice address of 10500 W. Loomis Rd., Suite 130, Franklin, WI 53132, promises to pay to the order of FRANK ROMANS, an individual resident of Illinois (the "**Lender**"), with a notice address of 271 Middaugh Rd., Clarendon Hills, IL 60514, the entire Principal Amount, plus accrued but unpaid interest and fees thereon, on the Maturity Date (as defined below).

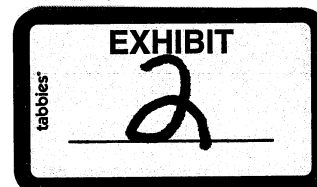
Borrower shall have the right to prepay this Promissory Note at any time prior to the Maturity Date by paying, in full, the Principal Amount plus accrued but unpaid interest, minus any amounts previously paid towards the Principal Amount. For purposes hereof, "**Maturity Date**" means twelve (12) months after the date first written above. Interest shall accrue hereunder at the per annum rate equal to twenty percent (20%), computed based on a year of 360 days and the actual number of days elapsed. Interest shall be due and payable on a quarterly basis, measured in three

(3) month increments from the date hereof.

An "**Event of Default**" hereunder shall mean the occurrence of any of the following events: (a) the failure of Borrower to pay the Principal Amount within ten (10) business days of the Maturity Date; (b) the failure of Borrower to keep, perform or observe any material covenant, condition, or agreement contained or expressed herein or in any other written agreement between Borrower and Lender; (c) Borrower making a general assignment for the benefit of creditors; (d) Borrower initiating or defending any case, proceeding or other action which seeks to have an order for relief entered, adjudicating Borrower as bankrupt or insolvent, or which seeks a reorganization or relief from creditors of Borrower, or which seeks the appointment of a receiver, trustee, custodian or other similar official for such Borrower or for at least a substantial part of Borrower's property; and/or (d) Borrower dissolving or liquidating.

Upon the occurrence of an Event of Default hereunder that remains uncured for ten (10) days following written notice thereof, then the total Principal Amount and all accrued but unpaid interest thereon shall be immediately due and payable. The Lender may exercise any and all additional rights or remedies that the Lender may have under this Promissory Note along with any and all other rights or remedies to which the Lender may be entitled at law or in equity.

No modification or waiver of any of the terms of this Promissory Note shall be allowed



2-21



unless by written agreement signed by Borrower and Lender. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

This Promissory Note shall be construed in accordance with and governed by the laws of the State of Wisconsin.

Borrower warrants and agrees that the obligation evidenced by this Promissory Note is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. § 1601 et seq.

Neither party may assign, sell or otherwise transfer a party's rights and obligations under this Promissory Note without written consent of the other party, which consent shall not be unreasonably withheld.

The terms and conditions of this Promissory Note shall inure to the benefit of and shall be binding severally upon the successors, assigns, heirs, survivors and personal representatives of the Borrower and Lender and shall inure to the benefit of any Lender, legal representatives, successors and assigns.


In the event that any provision, clause, sentence, section or other part of this Promissory Note is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, Borrower and Lender intend that the balance of this Promissory Note shall nevertheless remain in full force and effect so long as the purpose of this Promissory Note is not affected in any manner adverse to either party.


[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]


25-21

[SIGNATURE PAGE TO PROMISSORY NOTE]

**BORROWER:**  
ORANGE PELICAN, LLC

By:  DocuSigned by:  
E0E704AF4A1C4E8  
Arvind Ahuja, its Sole Member

Lender  
  
Frank Roman

  
5-25-21

**Jeffery M. Heftman**

---

**From:** Frank Romans Home <frombiz@aol.com>  
**Sent:** Wednesday, August 3, 2022 8:41 AM  
**To:** Jeffery M. Heftman  
**Subject:** Fw: 3.5 million dollar loan

----- Forwarded Message -----

**From:** Arvind Ahuja <prouddad00@gmail.com>  
**To:** Frank Romans Home <frombiz@aol.com>  
**Sent:** Tuesday, July 26, 2022 at 03:34:19 PM CDT  
**Subject:** Re: 3.5 million dollar loan

Instead of waiting for my response as I am putting time in to Response

I will be declaring bankruptcy tomorrow for orange pelician and good luck

I am traveling and cannot wait for a response which I understand and Good-luck as you push me

Have give you over 500k in interest already

Sent from my iPhone

On Jul 26, 2022, at 9:51 PM, Frank Romans Home <frombiz@aol.com> wrote:

**I am owed \$3.5M, plus interest, and I need to be paid.**

**Rather than responding to my proposal, or even answering my questions, you instead refer me to your partners.**

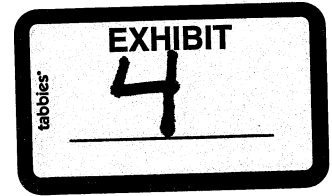
**No more excuses, I need to be paid.**

**I really don't want to go to my lawyers about this, but you are leaving me little choice.**

**Get back to me today with a reasonable payment plan that I can live with, which must include an immediate significant payment.**

Frank





STATE OF WISCONSIN  
BEFORE THE MEDICAL EXAMINING BOARD

IN THE MATTER OF DISCIPLINARY  
PROCEEDINGS AGAINST

ARVIND AHUJA, M.D.,  
RESPONDENT.

STIPULATION

0006106

Division of Hearings and Appeals Case No. SPS-18-0018  
Division of Legal Services and Compliance Case No. 15 MED 093

Respondent Arvind Ahuja, M.D., and the Division of Legal Services and Compliance, Department of Safety and Professional Services stipulate as follows:

1. This Stipulation is entered into as a result of a pending investigation by the Division of Legal Services and Compliance. Respondent consents to the resolution of this investigation by Stipulation.

2. Respondent understands that by signing this Stipulation, Respondent voluntarily and knowingly waives the following rights:

- the right to a hearing on the allegations against Respondent, at which time the State has the burden of proving those allegations by a preponderance of the evidence;
- the right to confront and cross-examine the witnesses against Respondent;
- the right to call witnesses on Respondent's behalf and to compel their attendance by subpoena;
- the right to testify on Respondent's own behalf;
- the right to file objections to any proposed decision and to present briefs or oral arguments to the officials who are to render the final decision;
- the right to petition for rehearing; and
- all other applicable rights afforded to Respondent under the United States Constitution, the Wisconsin Constitution, the Wisconsin Statutes, the Wisconsin Administrative Code, and other provisions of state or federal law.

3. Respondent is aware of Respondent's right to seek legal representation and has been provided an opportunity to obtain legal counsel before signing this Stipulation. Respondent is represented by Attorney John R. Zwieg.

4. Respondent agrees to the adoption of the attached Final Decision and Order by the Wisconsin Medical Examining Board (Board). The parties to the Stipulation consent to the entry of the attached Final Decision and Order without further notice, pleading, appearance or consent of the parties. Respondent waives all rights to any appeal of the Board's Order if adopted in the form as attached.

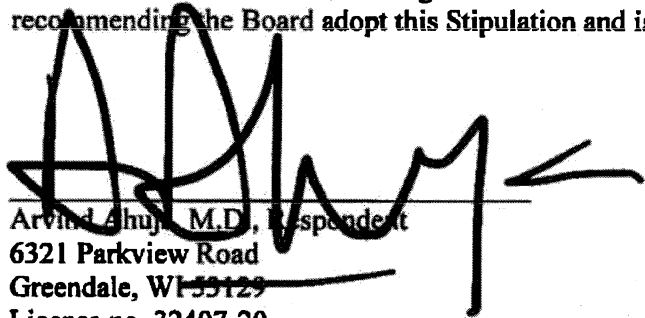
5. If the terms of this Stipulation are not acceptable to the Board, the parties shall not be bound by the contents of this Stipulation, and the matter shall then be returned to the Division

of Legal Services and Compliance for further proceedings. In the event that the Stipulation is not accepted by the Board, the parties agree not to contend that the Board has been prejudiced or biased in any manner by the consideration of this attempted resolution.

6. The parties to this Stipulation agree that the attorney or other agent for the Division of Legal Services and Compliance and any member of the Board ever assigned as an advisor in this investigation may appear before the Board in open or closed session, without the presence of Respondent or Respondent's attorney, for purposes of speaking in support of this agreement and answering questions that any member of the Board may have in connection with deliberations on the Stipulation. Additionally, any such advisor may vote on whether the Board should accept this Stipulation and issue the attached Final Decision and Order.

7. Respondent is informed that should the Board adopt this Stipulation, the Board's Final Decision and Order is a public record and will be published in accordance with standard Department procedure.

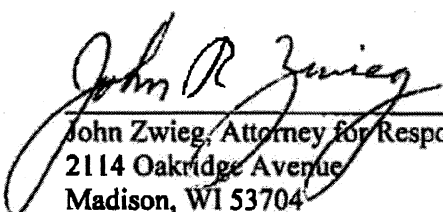
8. The Division of Legal Services and Compliance joins Respondent in recommending the Board adopt this Stipulation and issue the attached Final Decision and Order.



Arvind Ahuja, M.D., Respondent  
6321 Parkview Road  
Greendale, WI 53129  
License no. 32407-20

March 5, 2019

\_\_\_\_\_  
Date



John Zwieg, Attorney for Respondent  
2114 Oakridge Avenue  
Madison, WI 53704

March 5, 2019

\_\_\_\_\_  
Date



Colleen L. Meloy, Attorney  
Division of Legal Services and Compliance  
P.O. Box 7190  
Madison, WI 53707-7190

03/05/2019  
\_\_\_\_\_  
Date

8/4/22, 8:41 AM

Property Summary Report

Search powered by



Report/Print engine  
List & Label @ Version 19:  
Copyright combit® GmbH  
1991-2013

## Milwaukee County Web Portal - Property Summary

Property: 7080012000

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2020 ▼	Real Estate	7080012000	131 - VILLAGE OF GREENDALE	6321 PARKVIEW RD	ARVIND & NAMRATH L AHUJA 6321 PARKVIEW RD GREENDALE WI 53129

Tax Year Legend:

⌘ = owes prior year taxes

☒ = not assessed

⌘ = not taxed

Delinquent

Current

### Summary

#### Property Summary

Parcel #: 7080012000  
 Alt. Parcel #:  
 Parcel Status: Current Description  
 Creation Date:  
 Historical Date:  
 Acres: 0.689

#### Property Addresses

##### Primary ▲ Address

6321 PARKVIEW RD GREENDALE 53129

#### Owners

Name	Status	Ownership Type	Interest
AHUJA, ARVIND & NAMRATH L	CURRENT OWNER		

#### Parent Parcels

No Parent Parcels were found

#### Child Parcels

No Child Parcels were found

#### Abbreviated Legal Description

(See recorded documents for a complete legal description)

OVERLOOK FARMS ADD 6 LOT 26 BLOCK 6 NE 1/4 SEC 4-5-21 AND SE 1/4 SEC 33-6-21

#### Public Land Survey - Property Descriptions

No Property Descriptions were found

#### District

Code ▲	Description	Category
0900	LOCAL MATC MILWAUKEE COUNTY	OTHER DISTRICT TECHNICAL COLLEGE OTHER DISTRICT



8/4/22, 8:41 AM

## Property Summary Report

	STATE OF WISCONSIN	OTHER DISTRICT
2296	GREENDALE	REGULAR SCHOOL
5020	MMSD	METRO SEWERAGE

## Associated Properties

No Associated properties were found

## Building Information

## Buildings

## Assessments

## Assessment Summary

Estimated Fair Market Value: 1096800

Assessment Ratio: 0.8888

Legal Acres: 0.689

## 2020 valuations

Class	Acres	Land	Improvements	Total
G1 - RESIDENTIAL	0.689	107100	867700	974800
ALL CLASSES	0.689	107100	867700	974800

## 2019 valuations

Class	Acres	Land	Improvements	Total
G1 - RESIDENTIAL	0.689	107100	867700	974800
ALL CLASSES	0.689	107100	867700	974800

## Taxes

## Tax Summary

Bill #: 26922

Net Mill Rate:

## Lottery Credits

Claims	Date	Amount
1	11/01/2020	182.92

## Installments

<u>Due Date</u> ▲	<u>Amount</u>
1/31/2021	12305.12
4/30/2021	6244.02
7/31/2021	6244.02

## Payments

<u>Status</u>	<u>Payment Date</u> ▲	<u>Type</u>	<u>Amount</u>	<u>Receipt #</u>	<u>Notes</u>
Posted	1/12/2021	T	24793.16	65266	AHUJA 7112 KD

Key: Property Type: RE - Real Estate, PP - Personal Property


Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

## Details

<u>Description</u>	<u>Amount</u>	<u>Paid</u>	<u>Due</u>
Gross Tax	26889.39	-	-

8/4/22, 8:41 AM

## Property Summary Report

Description	Amount	Paid	Due
School Credit	1838.67	-	-
 Total	25050.72	-	-
GREENDALE SCHOOL DISTRICT	9570.95		
LOCAL	7511.38		
MATC	1248.76		
MILWAUKEE COUNTY	4999.82		
MMSD	1719.81		
STATE OF WISCONSIN	0.00		
First Dollar Credit	74.64	-	-
Lottery Credit	182.92	-	-
Net Tax	24793.16	24793.16	0.00
Special Assessments	0.00	0.00	0.00
Special Charges	0.00	0.00	0.00
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
<b>TOTAL</b>	<b>24793.16</b>	<b>24793.16</b>	<b>0.00</b>

## Tax History

Interest/Penalty Date 08/04/2022

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2020	24793.16	0.00	0.00	24793.16	1/12/2021	0.00	Paid
2019	24817.53	0.00	0.00	24817.53	1/22/2020	0.00	Paid
2018	23332.48	0.00	0.00	23332.48	1/23/2019	0.00	Paid
2017	22813.03	0.00	0.00	22813.03	12/18/2017	0.00	Paid
2016	22687.42	0.00	0.00	22687.42	12/22/2016	0.00	Paid
2015	19804.50	0.00	0.00	19804.50	1/26/2016	0.00	Paid
<b>TOTAL</b>	<b>138248.12</b>	<b>0.00</b>	<b>0.00</b>	<b>138248.12</b>		<b>0.00</b>	

\* The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

## Document History

No matching document history was found



**Jeffery M. Heftman**

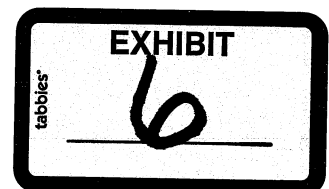
---

**From:** Frank Romans Home <frombiz@aol.com>  
**Sent:** Tuesday, August 2, 2022 12:46 PM  
**To:** Jeffery M. Heftman  
**Attachments:** Routing Instructions for Incoming Domestic Wire Transfers (1).pdf

----- Forwarded Message -----

**From:** Arvind Ahuja <prouddad00@gmail.com>  
**To:** Frank Craig Romans <frombiz@aol.com>  
**Sent:** Tuesday, April 6, 2021 at 05:19:34 PM CDT  
**Subject:**

Here are the instructions for wiring to Orange Pelican  
Account number 0002325561





## Routing Instructions for Incoming U.S. Dollar (USD) Wire Transfers

The instructions below should be used for routing U.S. Dollar incoming domestic wire transfers to CIBC Bank USA:

Bank Name: CIBC Bank USA

Bank Address: 120 South LaSalle  
Chicago, IL 60603

ABA Number: 071006486

*May also be referred to as the Routing Transit number or RT#.*

Dollar Amount: US Dollars (\$)

Account Number: *Account Number held at CIBC Bank USA*

Account Name: *Title on Account held at CIBC Bank USA*

Ref: *Additional information to accompany the wire transfer*

If you have questions or need any additional information, please contact a Treasury Management Service Consultant at (312) 564-6800, option #1.  
(Monday - Friday, 8:00 am - 5:00 pm Central Time)